

Resolution Relating to

RESOLUTION _____

Sponsor(s): Councilors Blais, Tracy,
Ayes: License Com.

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT
TO MAINTAIN A TABLE & CHAIRS AND A BAR WITH SEVEN
STOOLS ON A PORTION OF THE CITY'S RIGHT-OF-WAY
WITH VIN BAR & SHOP

CITY OF BURLINGTON

In the year Two Thousand Fourteen

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, VINIFERA, INC. d/b/a VIN BAR & SHOP of Burlington, Vermont (hereinafter VIN) is
2 an establishment doing business in a commercial building located at 126 College Street. in the City of
3 Burlington, Vermont; and

4 WHEREAS, VIN desires to place 1 table with 2 chairs and a bar with 7 stools in the public right-of-
5 way in front of its establishment at 126 College Street; and

6 WHEREAS, VIN wishes to enter into a License Agreement with the City for such table and chairs and
7 bar with stools; and

8 WHEREAS, the placement of the respective table and chairs and bar with stools has been reviewed
9 and approved by the Department of Public Works with conditions to address public safety concerns; and

10 WHEREAS, the Charter of the City of Burlington, Sec. 48XLIX and the Code of Ordinances Sec. 27-
11 32 require authorization by the City Council for such use of a public thoroughfare for periods in excess of
12 thirty (30) days;

13 NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes VIN to place 1
14 table and 2 chairs and a bar with 7 stools covering an area of 90 sq. ft. on a portion of the public right-of-way
15 adjacent to its establishment at 126 College Street. as indicated in and pursuant to its License Agreement upon
16 entering into the License Agreement in substantially the form attached hereto; and

17 BE IT FURTHER RESOLVED that Mayor Miro Weinberger be and hereby is authorized to execute a
18 License Agreement, in substantially the form attached, on behalf of the City of Burlington for a term
19 commencing on the date of execution of the License Agreement and terminating on April 30, 2015.

20
21
22
23

LICENSE AGREEMENT FOR A TABLE AND CHAIRS AND A BAR WITH STOOLS
WITH VIN BAR & SHOP
2014-2015 SEASON

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and VINIFERA, INC.. d/b/a VIN BAR & SHOP, a commercial establishment located at 126 College Street, Burlington, Vermont (hereinafter VIN or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 126 College Street; and

WHEREAS, VIN stated on its application (attached hereto as Exhibit A) that it wishes to place 1 table and 2 chairs and a bar with 7 stools on the sidewalk area in front of the building at 126 College Street; and

WHEREAS, VIN has stated in its permit application that the table and chairs and bar and stools will be roped off using a plastic chain and will cover a 90 sq. ft. area; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

W I T N E S S E T H :

The CITY and VIN enter into the following License Agreement:

1. TERM

The CITY grants to VIN (hereinafter LICENSEE) a license to place 1 table and 2 chairs and a bar with 7 stools covering an area of 90 sq. ft. on the public right-of-way at 126 College Street for a term commencing as of the date of execution of this Agreement and

terminating on April 30, 2015 or sooner as provided herein.

2. LOCATION

LICENSEE may use and maintain a table and chairs and a bar and stools on the public right-of-way (hereinafter referred to as the premises) for the consumption of food and beverage. Licensee must ensure that the sidewalk area is kept clear and at all times there is a 5 ft. right-of-way for pedestrian traffic. The table and chairs and bar and stools are to be placed as approved by the Department of Public Works. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

- a. LICENSEE shall maintain the table and chairs and bar and stools in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the table and chairs and bar and stools and any damage to the table and chairs and bar and stools is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the table and chairs and bar and stools, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.
- c. The table and chairs and bar and stools shall be placed in accordance with all conditions set by the Department of Public Works and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.
- d. The table and chairs and bar and stools shall not cause an obstruction or

inconvenience to members of the public using the sidewalk, parking meters or street.

e. LICENSEE shall pick up and sweep debris created by its use of the public right-of-way.

4. LICENSE FEE

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee. This fee shall be payable immediately to the Burlington City Clerk's Office. **Failure to pay the annual fee shall result in the immediate revocation of the license.**

5. REVOCATION

This License Agreement is immediately revocable should LICENSEE discontinue use of the table and chairs and bar and stools . In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense the table and chairs and bar and stools and other materials or obstructions placed on the property. If LICENSEE refuses to promptly remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and

\$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy.

b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the CITY is named as an additional insured and shall be given 15 days written notification prior to cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the Endorsement shall be attached as Exhibit E.

c. The certificate of insurance shall be provided annually on or before its stated expiration. It is the responsibility of LICENSEE to ensure that a current certificate of insurance is on file with the CITY at all times. **Failure to furnish a current certificate of insurance will result in immediate revocation of this license.**

7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from liability arising out of LICENSEE'S use of the CITY'S right-of-way, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including zoning permits, prior to placement of the table and chairs and bar and stools.

9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit,

or permit the maintenance or commission of any nuisance or violation of any applicable City of Burlington ordinance, State or Federal statute, or controlling bylaw, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

10. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

LICENSEE acknowledges that no property or other right is created other than that specifically defined and limited by this Agreement.

DATED at Burlington, Vermont this _____ day of _____,

2014.

CITY OF BURLINGTON

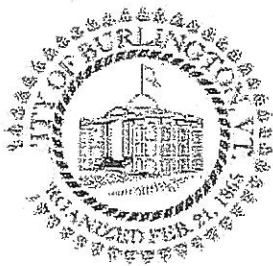
Witness

By: _____
Miro Weinberger, Mayor
Duly Authorized

VINIFERA, INC.
d/b/a VIN BAR & SHOP

Witness

By: _____
Duly Authorized



OFFICE OF THE CLERK AND TREASURER
149 CHURCH STREET
BURLINGTON, VT 05401
Voice (802)865-7000
FAX (802)865-7014
TTY (802)865-7142
Amy Bovee (802)865-7019
Ron Gore (802)865-7562

Encumbrance Application / Renewal

DBA NAME: VIN BAR & SHOP
CONTACT NAME: KEVIN CLEARY
MAILING ADDRESS: 126 College St.
Burlington, VT 05401

DATE: 2/25/14
PHONE: 802-995-4232
FAX: —
EMAIL: Kevin@VermontwineSchool.com
info@vinbarvt.com

DBA NAME: VIN BAR & SHOP

COMPANY: VINFERA INC

LOCATION OF ENCUMBRANCE: 126 College St. Burlington

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area i.e. trees, grates, parking meters, etc with photos, diagrams, blueprints; may reference prior application):

Description: X Bistro tables with chairs in front of, and against
the front windows of VIN BAR & SHOP. The tables will be
proped off using chain (plastic) barriers Bar with Stools in
front of the building.

Total Square Feet (\$1.00 per SF): 90

PLEASE ATTACH:

1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401"
2. Endorsement to Insurance Policy outlining the Cancellation Policy
3. Endorsement to Insurance Policy listing the City as Additional Insured
4. Sketch, Photo, or Blueprint of what you are proposing.
5. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: 115

Signature: [Signature] Date: 3/5/14

For office use only: Amount received \$ 115 on 3/7
Sent to DPW: 3/7 Sent to Attorney: 3/18

Check # 1491

Exhibit A



OFFICE OF THE CLERK AND TREASURER * 149 CHURCH STREET * BURLINGTON, VT 05401
Voice (802)865-7000 * FAX (802)865-7014 * Amy Bovee (802)865-7019 * Ron Gore (802)865-7562

Encumbrance Renewal Application - 2014-2015

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: Vin
COMPANY: Vinifera, Inc.
LOCATION: 126 College Street
MAILING ADDRESS: Kevin Cleary

DATE: Monday, March 24, 2014

PHONE: 999-4232

FAX:

RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes ☐ No ☒

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes ☒ No ☐

3. Additional Comments: TABLE / CHAIRS & BAR AREA UNDER OVER HANG

4. Has this business remained in compliance to date (Renewals only)? Yes ☒ No ☐

5. A 90 square foot placement of Bar with stools in front of and against the front windows of Vin Bar & Shop. 1 Table and 2 chairs. The area will be roped off using chain plastic barriers. at 126 College

DEPARTMENT OF PUBLIC WORKS

Approved? Yes ☒

No ☐

Explain:

WILL NOT INTERFERE W/ PEDESTRIAN ROW

Signature

Ron Gore

Date:

03-25-14

Exhibit B

VIN BAR 2-11-08 11:00 AM JOURNAL W/ DRINK INSTEAD OF TAPES

Bar would be 16" deep, directly in front of the building.
Stools would ~~possibly be anchored in ground~~ at varying heights to compensate for the slope of the sidewalk.
If stools are not possible we could do without them and have patrons stand.

BAR Interior

Wine Shop

30'

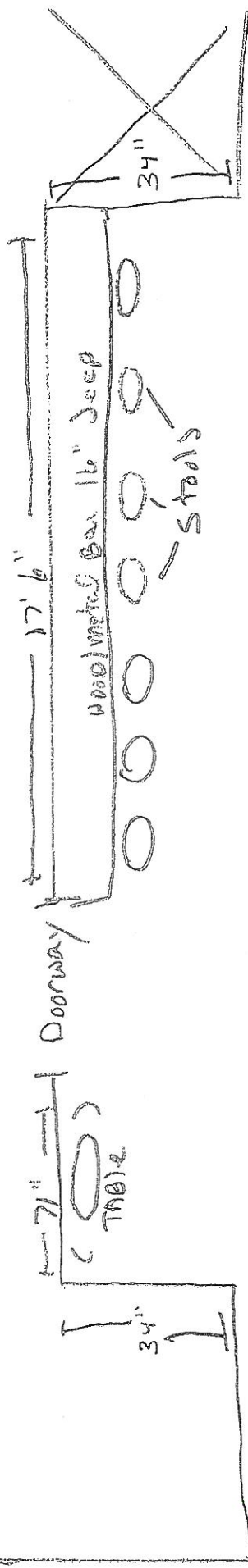


Exhibit C

VIN BAR: WINE SHOP. Slight

Collage of

Hand-drawn

tree

FAST



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
03/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Smith, Bell & Thompson, Inc. DBA Willis of Vermont c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE INSURER A: MMG Insurance Company INSURER B: Technology Insurance Company, Inc. INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Vinifera, Inc dba VIN Bar & Shop 126 College Street, Suites 130 & 140 Burlington, VT 05401	NAIC # 15997 42376

COVERAGES

CERTIFICATE NUMBER: W258810

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL (SUBR) INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	BP 0445324	01/17/2014	01/17/2015	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	TWC3357636	04/02/2013	04/02/2014	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 3/5/2014 with ID: W238523

RE: "Tables, chairs, bar and stools in front of 126 College St."

Certificate Holder is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Burlington Clerk/Treasurers Office Encumbrance Application Dept 149 Church Street Burlington, VT 05401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Exhibit D



MMG INSURANCE COMPANY

44 Maysville Road
Presque Isle, Maine 04769

SPECIAL BUSINESS OWNERS POLICY

Policy No. BP 0445324 DECLARATIONS Policy Type
Policy Period (ANNUAL) Direct Bill AMENDED EFFECTIVE
1/17/2014 To 1/17/2015 12:01 A.M. Eastern Standard Time 2/27/2014

Named Insured 0494502
VINIFERA INC
C/O L'AMANTE
126 COLLEGE ST
BURLINGTON VT 05401-8456

Agent 636 44 802-658-4600
SMITH BELL & THOMPSON INC
40 MAIN STREET SUITE 500
PO BOX 730
BURLINGTON VT 05402-0730

SUMMARY OF INSURED LOCATIONS

Loc. 01: 126 COLLEGE ST STE 130 140 BURLINGTON, VT 05401-8456

\$2,538

OPTIONAL COVERAGES

4% Annual Inflation Guard
Businessowner Valu-Pak Plus

MM0512BP (03-12)

\$225

Total Annual Policy Premium \$2,763
Direct Bill

* Added Form #BP0448

Terrorism Risk Insurance Act

Premium: \$0

Authorized Representative
roduced on: 3/04/2014

NO COUNTERSIGNATURE REQUIRED

**MMG INSURANCE COMPANY**44 Maysville Road
Presque Isle, Maine 04769**SPECIAL BUSINESS OWNERS POLICY**

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Agent 636 44 802-658-4600
SMITH BELL & THOMPSON INC
40 MAIN STREET SUITE 500
PO BOX 730
BURLINGTON VT 05402-0730

Loc. 01: 126 COLLEGE ST STE 130 140 BURLINGTON, VT 05401-8456

Description: DELICATESSENS

PROPERTY
DEDUCTIBLE \$1,000

	Coverage	Premium
Buildings		N/A
Business Personal Property	\$200,000	\$2,195
Loss of Income		INCL
Actual Loss Sustained, Not Exceeding 12 Consecutive Months		
Equipment Breakdown Coverage		INCL

BUSINESS LIABILITY COVERAGES

Business Liability Each Occurrence	\$1,000,000	\$293
Damage to Premises Rented to You Each Occurrence	\$250,000	INCL
Medical Payments "Each Person"	\$5,000	INCL

OPTIONAL COVERAGES & COVERAGE EXTENSIONS

Money & Securities On Premises	\$10,000	INCL
Money & Securities Off Premises	\$2,000	INCL
Accounts Receivable	\$10,000	INCL
Valuable Papers	\$10,000	INCL
Business Personal Property Off Prem.	\$5,000	INCL
Exterior Signs	\$1,000	INCL
Additional Insured(s) BP0402 (07-02)		\$25
Additional Insured(s) BP0448 (07-02)		\$25
Loss Payable Provisions BP1203 (07-02)		INCL

Annual Policy Premium \$2,538
Direct Bill

MORTGAGEE(S)/LOSS PAYEE
See Schedule of Mortgage Holders

MMG BUSINESSOWNERS LOCATION # 1 FORMS LIST

LOCATION FORMS	FORM TITLES
BP 04 02 07 02	Additional Insured - Managers or Lessors of Premises

PRODUCED ON: 3/04/2014

ORIGINAL COPY

Page 2 of 6



MMG INSURANCE COMPANY

44 Maysville Road
Presque Isle, Maine 04769

SPECIAL BUSINESS OWNERS POLICY

Policy No.	BP 0445324	DECLARATIONS	Policy Type
Policy Period (ANNUAL)		Direct Bill	AMENDED EFFECTIVE
1/17/2014 To	1/17/2015	12:01 A.M. Eastern Standard Time	2/27/2014

Named Insured 0494502
VINIFERA INC
C/O L'AMANTE
126 COLLEGE ST
BURLINGTON VT 05401-8456

Agent 636 44 802-658-4600
SMITH BELL & THOMPSON INC
40 MAIN STREET SUITE 500
PO BOX 730
BURLINGTON VT 05402-0730

MMG BUSINESSOWNERS LOCATION # 1 FORMS LIST (continued)

LOCATION FORMS	FORM TITLES
BP 04 48 07 02	Additional Insured - Designated Person or Organization
BP 12 03 07 02	Loss Payable Provisions

PRODUCED ON: 3/04/2014

ORIGINAL COPY

Page 3 of 6



MMG INSURANCE COMPANY

44 Maysville Road
Presque Isle, Maine 04769

SPECIAL BUSINESS OWNERS POLICY

Policy No. BP 0445324 DECLARATIONS Policy Type
Policy Period (ANNUAL) Direct Bill AMENDED EFFECTIVE
1/17/2014 To 1/17/2015 12:01 A.M. Eastern Standard Time 2/27/2014

Named Insured 0494502
VINIFERA INC
C/O L'AMANTE
126 COLLEGE ST
BURLINGTON VT 05401-8456

Agent 636 44 802-658-4600
SMITH BELL & THOMPSON INC
40 MAIN STREET SUITE 500
PO BOX 730
BURLINGTON VT 05402-0730

SCHEDULE OF ENDORSEMENT ADDITIONAL INFORMATION

BP0402 (07-02) Additional Insured - Managers or Lessors of Premises
Designation of Premises (Part Leased to You):
126 COLLEGE ST STE 130 140 BURLINGTON, VT 05401-8456
Name of Person or Organization (Additional Insured):
INVESTORS CORPORATION OF VERMONT
30 MAIN ST BURLINGTON, VT 05401
Additional Premium:25

BP0448 (07-02) Additional Insured - Designated Person or Organization
Name of Person or Organization:
CITY OF BURLINGTON CLERK/TREASURERS OFFI
ENCUMBRANCE APPLICATION DEPT 149 CHURCH ST BURLINGTON, VT 05401

L 203 (07-02) Loss Payable Provisions
Description of Property:

Loss Payee (Name & Address):
PEOPLES UNITED BANK
ISAOA ATIMA PO BOX 820 BURLINGTON VT 05402-0820
Provision Applicable (Indicate Paragraph A, B or C): B

PRODUCED ON: 3/04/2014

ORIGINAL COPY

Page 4 of 6



MMG INSURANCE COMPANY

44 Maysville Road
Presque Isle, Maine 04769

SPECIAL BUSINESS OWNERS POLICY

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VINIFERA INC
C/O L'AMANTE
126 COLLEGE ST
BURLINGTON VT 05401-8456

Agent 636 44 802-658-4600
SMITH BELL & THOMPSON INC
40 MAIN STREET SUITE 500
PO BOX 730
BURLINGTON VT 05402-0730

SCHEDULE OF MORTGAGE HOLDERS

LOSS PAYEES

Site 01
PEOPLES UNITED BANK
ISAOA ATIMA PO BOX 820
BURLINGTON VT 05402-0820

Loan# BPP

PRODUCED ON: 3/04/2014

ORIGINAL COPY

Page 5 of 6

**MMG INSURANCE COMPANY**44 Maysville Road
Presque Isle, Maine 04769**SPECIAL BUSINESS OWNERS POLICY**

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VINIFERA INC
C/O L'AMANTE
126 COLLEGE ST
BURLINGTON VT 05401-8456

Agent 636 44 802-658-4600
SMITH BELL & THOMPSON INC
40 MAIN STREET SUITE 500
PO BOX 730
BURLINGTON VT 05402-0730

MMG BUSINESSOWNERS POLICY FORMS LIST

POLICY FORMS	FORM TITLES
AA 00 13 12 07	Policyholder Disclosure Terrorism Insurance Coverage Act
BP 00 03 07 02	Businessowners Coverage Form
BP 01 14 07 02	Vermont Changes - Contamination or Pollution Exception
BP 01 34 07 02	Vermont Changes
BP 01 59 08 08	Water Exclusion Endorsement
BP 01 77 07 02	Vermont Changes - Civil Union
BP 04 17 07 02	Employment-Related Practices Exclusion
BP 04 41 07 02	Business Income Changes - Increased Period of Restoration (No Waiting Period)
BP 04 83 07 02	Removal of Insurance-To-Value Provision
BP 05 14 01 03	War Liability Exclusion
BP 05 21 11 02	Coverage for Certified Acts of Terrorism; Cap on Losses
BP 05 23 01 08	Cap on Losses From Certified Acts of Terrorism
BP 5 39 12 02	Nuclear, Biological or Chemical Terrorism Exclusion (Other than Certified Acts of Terrorism); Cap on Losses from Certified Acts of Terrorism
BP 05 64 01 07	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
BP 05 65 01 07	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
BP 05 76 11 02	Limited Fungi or Bacteria Coverage
BP 05 77 11 02	Fungi or Bacteria Exclusion (Liability)
BP 06 01 01 07	Exclusion of Loss Due to Virus or Bacteria
MMG IDR 02 09	Identity Recovery Coverage
MMG 101 08 86	Change of Coverage Endorsement
MM 037BP 02 06	Equipment Breakdown Endorsement
MM 0512 BP 03 12	The Businessowner Valu-Pak Plus Endorsement
ZMHC 01 04 06	Notice of Membership in Maine Mutual Group and Notice of Annual Meeting

PRODUCED ON: 3/04/2014

ORIGINAL COPY

Page 6 of 6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE OF COVERAGE ENDORSEMENT

Attached to and forming a part of Policy Number BP 0445324 issued to
VINIFERA INC

by MMG INSURANCE COMPANY at its agency located in

BURLINGTON VT 05402-0730

Date of Endorsement 2/27/2014

It is hereby agreed and understood that the name insured should read
as follows:

Vinifera Inc
dba VIN Bar & Shop

NO SIGNATURE REQUIRED

All other terms and conditions of this policy remain unchanged.

SMITH BELL & THOMPSON INC

636 44

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I – Property is amended as follows:

1. The following is added to Paragraph E.4. **Legal Action Against Us** Property Loss Condition:

However, your right to bring legal action against us is not conditioned upon your compliance with the provisions of the Appraisal Property Loss Condition, if any.

2. The following is added to Paragraph E.6. **Loss Payment** Property Loss Condition and replaces any provision to the contrary:

We will pay for covered loss or damage within 10 working days after we reach agreement with you on the amount of loss, provided all other terms of the Loss Payment Property Loss Condition are satisfied.

B. Section III – Common Policy Conditions is amended as follows:

1. Paragraph A. **Cancellation** is replaced by the following:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation of Policies in Effect for Less than 60 Days.

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

- a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- b. Mailing or delivering the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation of Policies in Effect For 60 Days or More

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;
- c. Violation of any provisions of this policy; or
- d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in paragraph 3., we will cancel only in the following manner:

- a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 6. If notice is mailed, proof of mailing will be sufficient proof of notice.
2. Paragraph C. **Concealment, Misrepresentation Or Fraud** is replaced by the following:

C. Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
 2. Fraud;
- committed by you at any time and relating to coverage under this policy.

3. The following paragraphs are added:

M. When We Do Not Renew

1. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:
 - a. Expiration of the policy; or
 - b. Anniversary date of this policy if this policy has been written for a term of more than one year.

2. This provision does not apply:
 - a. If we have indicated a willingness to renew;
 - b. In case of nonpayment of premium;
 - c. If you do not pay any advance premium required by us for renewal; or
 - d. If any property covered in this policy is insured under any other insurance policy.

N. Renewal

1. If we:
 - a. Elect to renew this policy; and
 - b. Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.
2. If we do not comply with the provisions of Paragraph 1., you will have renewal coverage. The renewal coverage will be at the rates:
 - a. In effect under the expiring or expired policy; or
 - b. In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph 2. does not apply.

- C. The following paragraph is added to the Business-owners Coverage Form:

1. Statutory Liability

- a. In addition to paying and satisfying judicial judgments rendered against the insured in consequence of claims to which this policy applies, we will protect the insured against the levy of executions issued on such judgments or claims against the insured.

- b. We may, without the insured's consent, continue litigation after a judgment has been rendered with respect to the insured's legal liability under this policy for damages in particular instance. In that event, no limitation of our liability will be valid where the matter of that litigation is concerned.
- c. Under Coverage Forms to which this endorsement applies any legal action against us to recover for loss under this policy must be brought within one year after amount of loss is finally established. The amount of loss can be established only by:
 - (1) Judicial judgment; or
 - (2) An agreement between the parties involved with our written consent.
- d. In the event of the insured's bankruptcy or insolvency, an injured person or claimant who has obtained a judgment against the insured may bring suit against us, provided:
 - (1) The judgment was for damages covered by this policy; and
 - (2) The suit is for damages in amounts no greater than the applicable Limits of Insurance of this policy.
- e. Payment by the insured of any judicial judgment or claim for any of our liability under this policy will not deprive the insured of the right to bring action against us.